

**CITY OF PHOENIX
AVIATION DEPARTMENT
AIRCRAFT STORAGE PERMIT**

Airport Storage _____

Space No _____

Effective Date _____

Initial Monthly Rental _____

Aircraft Make & Mode _____

Registration No _____

Permittee Name

Billing Address

Phone (Business/Residence)

City, State, Zip Code

The undersigned Permittee hereby requests space at the above-named Airport in order to park or hangar the aircraft described above and in consideration of the request being granted, agrees to the following:

- 1. REGISTRATION** - Permittee shall provide the Aviation Department with a copy of the permanent FAA Certificate of Aircraft Registration that has been completed for the aircraft to be stored under this Permit, before occupying the space. If Permittee has a temporary registration or if there is any change of aircraft ownership, Permittee shall have ninety (90) days in which to acquire a permanent registration or another aircraft before this Permit is canceled. If the registration is not in the name of the Permittee, a copy of a valid exclusive lease or other documentation showing an adequate possessory interest in the aircraft satisfactory to the Aviation Director shall be provided.
- 2. COMPLIANCE** -
 - A. Permittee shall abide by the Airport field rules of the City of Phoenix Aviation Department, Ordinances of the City of Phoenix, Federal and State Statutes, and Regulations of the Federal Aviation Administration including environmental laws regarding the handling, discharge, release and dumping of hazardous substances.
 - B. Hazardous activities such as, but not limited to, welding, painting, doping, open fuel lines, or the application of hazardous substances are expressly prohibited.
 - C. The premises covered by this Permit shall not be used for the storage of flammable or explosive substances or items except for those substances or items as allowed by the City of Phoenix Fire Code.
 - D. Aircraft shall be removed from a T-Hangar for any activity involving the draining or adding of fuel products.
 - E. Permittee shall keep the aircraft storage space clean and free of grease, oil, rags, paper and other debris. Oily rags shall be kept in metal containers with a tight fitting lid.
 - F. Storage of items not related to aviation is prohibited, except as noted in paragraph 5, Electrical Appliances.
 - G. If Permittee fails to maintain the storage space as required herein, the City may take corrective action at the expense of Permittee upon ten (10) days notification.
 - H. The City reserves the right to enter T-Hangars at any time. Only locks provided by the City may be used on T-Hangar doors.
 - I. Permittee understands that the Aviation Director has implemented an airfield security plan (Sky Harbor) or vehicle access program (Deer Valley and Goodyear) with which Permittee agrees to comply.
- 3. RENT** -
 - A. The rent stated above is subject to periodic adjustment by the City, upon ninety (90) days advance notice. Permittee shall pay the appropriate rental amount in advance for each month the aircraft storage space is assigned to Permittee. After the Permit has been in effect for three months or longer, and upon termination by either party, the last month's rent shall be prorated to the effective date of cancellation.
 - B. The rent shall be due on the first day of each month and shall be considered delinquent if not paid by the 10th calendar day of the month. The non-payment of rent may be grounds for cancellation of this Permit. Should Permittee become delinquent in rental payments, Permittee shall pay the City a late charge from the date the rent was due and owing until full payment has been made.
- 4. STRUCTURAL MODIFICATION** -
 - A. No structural or electrical modifications, painting or alterations will be made to the storage space without the prior written approval of the Aviation Director or a designated representative.
 - B. Permittee shall not attach any hoisting, winching or holding mechanism to any part of the storage space, or pass any such mechanism over the beams or braces thereof. Floor-mounted electrical retrieval winches, which meet City of Phoenix Fire Code requirements, may be installed in T-Hangars with the prior written approval of the Aviation Director or a designated representative.
- 5. ELECTRICAL APPLIANCES** - Limited electrical appliances are allowed in a T-Hangar including portable fans, evaporative coolers, televisions, refrigerators, coffee makers, radios, powered tow bars, battery trickle chargers, vacuum cleaners, and small air compressors. Any appliance not having an explosion-proof motor must be elevated at least eighteen (18) inches above the floor. Prohibited appliances include, but are not limited to, air conditioners, electric heaters, hot plates, heat lamps, and stoves. No extension cords or appliances, except refrigerators, shall remain connected to any electrical receptacle when the T-Hangar is not occupied. Permittee shall not allow use of electrical power by any other person.

6. MOTOR VEHICLES -

- A. Short term vehicle parking is allowed in T-Hangars or under Covered Tie-Downs while the aircraft is out. Vehicles may be parked on the pavement adjacent to T-Hangars when a T-Hangar is occupied provided taxiway access is not blocked.
- B. Vehicles shall be driven on the aircraft operations area only by a licensed driver at a speed not to exceed the posted speed limit of fifteen (15) miles per hour. Permittee shall maintain acceptable limits of liability and property damage insurance on its vehicle and will exercise all controls and restraints necessary as to its employees, agents, and invitees so as to comply with this Permit.

7. ENGINE OPERATION - No aircraft engine shall be operated in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.

8. PROPERTY DAMAGE - The City assumes no liability for damage or loss to aircraft or other personal property stored under this Permit. Aircraft and other personal property are stored at Permittee's sole risk. Any insurance protecting Permittee's personal property against fire, theft or damage must be provided by the Permittee.

9. MAINTENANCE - Aircraft maintenance is permitted in accordance with the following:

- A. Only the aircraft identified in this Permit or owned by the Permittee may be maintained or repaired in the storage space identified above.
- B. T-Hangar doors must be kept open to provide adequate ventilation during any maintenance or repair activity.
- C. The Permittee, a bona fide employee or such other individual as may be designated in writing by the Aviation Director, must be in compliance with any applicable FAA licensing requirements prior to performing maintenance on the aircraft. As used in this subsection, the term "bona fide" employee shall mean the regular wage-earning agent of the Permittee.
- D. No tools shall be stored or used in the storage space except those tools required to accomplish allowed owner-performed maintenance or repairs.

10. COMMERCIAL ACTIVITY - No commercial or revenue-producing activities shall be conducted or permitted from any aircraft storage space without written approval of the Aviation Director as provided for in Chapter 4, Section 4-6 of the Phoenix City Code.

11. ASSIGNMENT - The aircraft storage space designated above is rented on a month-to-month basis for Permittee's aircraft storage only. Such space may not be sublet, assigned or otherwise transferred without the prior written approval of the Aviation Director.

12. AMENDMENTS - This Permit may be amended only in writing by the Aviation Director or a designated representative.

13. TERMINATION - This Permit may be canceled by the Permittee upon ten (10) days written notice. The Aviation Director or a designated representative may cancel this Permit in accordance with the following:

- A. Curable Defaults - Violation of any term or condition of this Permit, excluding paragraphs 2A, 2B, 2C, 2D, 4, 9, 10 & 11 shall be cured within ten (10) days notice or within such other time as may be specified by the Aviation Director or a designated representative. Notice of three (3) or more curable defaults within a cumulative twelve (12) month period whether such defaults are cured or not shall be grounds for termination of this Permit. Notice of a repetitive violation of the same paragraph within a twelve (12) month period whether such defaults are cured or not shall be grounds for termination of this Permit.
- B. Non-Curable Defaults - Violation of the terms and conditions of paragraphs 2A, 2B, 2C, 2D, 4, 9, 10 & 11 shall be grounds for immediate termination of this Permit.
- C. Without Cause - The City may cancel this Permit, without cause, upon thirty (30) days written notice where such action is necessary for the public health, safety or welfare in the operation of the Airport as determined in the sole discretion of the City of Phoenix.

14. APPEAL - Permittee shall have ten (10) days from the receipt of a notice of termination of this Permit within which to file an appeal to the Aviation Director. The Aviation Director shall conduct a hearing within a reasonable time and, based upon the evidence presented at the hearing, may either uphold or reverse the termination. The decision of the Aviation Director shall be final.

15. NOTICE OF LIEN - The City shall have a possessory lien, from the date rent is unpaid and due, in all personal property stored within the aircraft storage space. Property stored in the storage space may be sold to satisfy the lien if Permittee is in default. In order to provide notice of sale to enforce the City's possessory lien, Permittee shall disclose any lienholder or secured parties who have an interest in property that is or will be stored in the storage space.

Agreed and Acknowledged:

Approved:

Permittee

City of Phoenix Aviation Department